## UNITED STATES BANKRUPTCY COURT DISTRICT OF OREGON

			DISTRICTOR	REGUN			
In r	е		) ) Case No				
			) (NOTE: If blank, (	Case No. will be Creditors Notice)			
De	btor(s)		) CHAPTER 13 PLAN ) MOTION TO VAL MOTION TO AVO SECURED CLAIN [MARK above IF app	UE COL <mark>LATERAI</mark> ID LIENS I AMOUNT LIMIT		DITOR CONSEN	ІТ
1.		otor shall pay to the trustee (a) a pe	eriodic payment of \$				201
	all net to included a tax ag paymen \$	; (b) all proceeds from avoided trans ax refunds attributable to prepetition on Schedule I, less tax paid by defency for a postpetition tax year) rest is due (Check the applicable proon or before	on tax years and net tax in the tax is the t	refunds attributable on on any tax retur of the plan, or ared, "for the life of	e to postpetition n for that same 36 or 60 mo the plan" applie	e; (c) upon receip tax years (i.e., tax year or tax p nths from the da es); (d) a lump s	tax refunds not aid by setoff by te the first plan um payment of
	Debtor a motion immedia	acknowledges that if the debtor is e of the trustee granted by the courately.	ver more than 30 days de t after appropriate notice	linquent on any pa e, a wage deducti	yment due unde on order to det	er section 1(a) of otor's employer	this plan, upon may be issued
2.	(a) First (b) Sectors to a pay sec	stee shall apply all funds received post, to the trustee's commission and cond, with respect to secured creditorapply, except as otherwise provided ment of the underlying debt, determined claims will be paid as showned below, disbursements of funds a	expenses.  ors, the terms of the debto I in this plan or in the con mined under nonbankrup below. Should the truste	r's prepetition agre firmation order. S tcy law, or dischar e not have sufficie	ecured creditors rge under §1328	s shall retain the 8, as appropriate	ir liens until the e. Any allowed
	(1)	If a creditor is not fully secured, the and (f) if the claim identifies the prince CLAIMS OF CREDITORS SECURCUIRED FOR PERSONAL UPETITION, OR (ii) ANY OTHER PETITION, OR THE FILING DATE OF THE PETITION AND THE PETITION AND THE PETITION AND THE PETITION THE FILING DATE OF THE PETITION AND THE PE	ority position of the claim URED BY PURCHASE SE BY THE DEBTOR(S) ERSONAL PROPERTY ITION SHALL BE TREAT	, and, if not, under MONEY SECURI WITHIN 910 DA' COLLATERAL AC	the provisions o TY INTEREST YS PRECEDINO QUIRED WITHI	f pt. 2(f) only. HC S IN (i) A MOT G THE FILING I N ONE (1) YEAF	OWEVER, THE FOR VEHICLE DATE OF THE R PRECEDING
		From the payments received purs following holders of such claims REINSTATING, MUST BE SHOW CLAIM SHALL CONTROL.	s as detailed below. E	STIMATED PREF	PETITION ARR	EARAGES, IF	CURING AND
Cre	editor_	Collateral	Estimated Arrearage if Curing	Collateral Value if Not Paying in Full	Total Debt if Paying Debt in Full	Post- confirmation Interest Rate	Equal Monthly Payments

If the collateral is not to be sold, and the provisions in capital letters above governing claims of creditors with purchase money security interests in personal property do not apply, the value of the collateral, where the debtor is not paying the debt in full, shall be fixed in the amount stated above for purposes of administration of this plan as

Creditor

well as for purposes of determining the amount of any secured claim, if undersecured, unless objected to at or before the first date set for the confirmation hearing on this plan or, if applicable, prior to expiration of time to object to any proposed modified plan, in which case the value will be determined by the court. If the collateral is to be sold, the value shall be the sales price. The debtor MOVES the court for an order so fixing the value of the collateral. Otherwise, the creditor's proof of claim shall control.

(2) DEBTOR PROPOSES THAT THE CREDITOR(S) SPECIFICALLY IDENTIFIED BELOW AGREE TO THE FOLLOWING TREATMENT WHICH THE COURT MIGHT NOT BE ABLE TO APPROVE ABSENT CONSENT OF CREDITOR(S). FAILURE OF CREDITOR TO FILE A WRITTEN OBJECTION TO THIS PLAN PRIOR TO CONFIRMATION SHALL CONSTITUTE ACCEPTANCE OF THE PLAN.

From the payments received pursuant to pt. 1, if a claim has been timely filed and allowed as secured, make payments to the following holders of such claims as detailed below. ESTIMATED PREPETITION ARREARAGES, IF CURING AND REINSTATING, MUST BE SHOWN BELOW.

Estimated Collateral Total Debt Post-Arrearage Value if Not if Paying confirmation Payment Creditor Collateral if Curing Paying in Full Debt in Full Interest Rate Provisions

If the collateral is not to be sold, for purposes of administration of this plan and case, the secured claim shall be limited to the value of the collateral stated above unless creditor objects at or before the first date set for the confirmation hearing on this plan or, if applicable, prior to expiration of time to object to any proposed modified plan, in which case the value will be determined by the court. The debtor MOVES the court for an order so fixing the value of the collateral. If the collateral is to be sold, the value shall be the sales price.

- (3) Adequate protection payments shall be disbursed by the trustee pre-confirmation from funds on hand with the trustee in the payment amounts specified in the plan for personal property secured creditors, absent a provision in this plan or a court order providing for a different amount to be paid pre-confirmation. If the debtor fails to make a monthly payment sufficient to pay the adequate protection payments in full, the trustee will disburse the funds pro rata according to the monthly payments proposed for those creditors. Adequate protection payments paid through the trustee pre-confirmation will be deducted from the amount of the allowed claim. Unless the concerned creditor is fully secured or oversecured for purposes of §506 or §1325(a)(9), no interest shall be paid from the date of the filing of the petition to the date of confirmation unless otherwise specifically provided for in the payment provisions set forth above.
- (4) Attorney Fees: Original attorney fees are \$\_\_\_\_\_\_; of which \$\_\_\_\_\_\_remains unpaid. Said fees are to be paid either: From all available funds after pt. 2(b) payments are made; or Other -
- (5) The debtor shall surrender any collateral not otherwise addressed by the terms of this plan no later than upon confirmation of this plan to the following (i.e., state <u>creditor</u> NAME followed by DESCRIPTION of collateral to be surrendered):
- (c) Third, pro rata until fully paid, allowed unsecured domestic support obligations.
- (d) Fourth, allowed administrative expenses under §507(a)(2).
- (e) Fifth, pro rata, until fully paid, to allowed priority claims in the order stated in §507(a)(3)-(10), including §1305 claims, unless otherwise ordered.
- (f) Sixth, pro rata, to timely filed and allowed nonpriority unsecured claims, the amounts required by §1325(b)(1). These monies will be distributed in the method indicated in the section marked below [MARK ONLY **ONE**]. The terms of pt. 8 shall also apply.
  - (1) The creditors will receive approximately \_\_\_\_\_\_\_% of their claims. Payment of any dividend will depend upon secured claims at the time of confirmation, the total amount of allowed claims, and the costs of administration, including all allowed attorneys' fees of the debtor.
  - (2) The creditors will receive a minimum \_\_\_\_\_\_% of their claims. This percentage will not be reduced despite the amount of total creditors' claims filed.

1300.05 (10/17/05) Page 2 of 4

[NOTE: Printed text may NOT be stricken!]

	<ul> <li>(g) [Not Applicable if NA inserted in the blank] Pursuant to §1325(a)(4), the "best interest of creditors" number is determined to be \$, and not less than that amount shall be distributed to unsecured creditors.</li> <li>(h) [Not Applicable if NA is inserted in the blank] Pursuant to §1325(a)(4), all allowed unsecured claims shall receive interest of% from the time of confirmation.</li> </ul>
3.	The debtor ASSUMES the following executory contracts and leases:
	Creditor Amount of Default [State if None] Cure Provisions
	Those executory contracts or leases not specifically mentioned above are treated as rejected. Any timely filed and allowed claim arising from rejection shall be treated under pt. 2(f). The debtor will pay all assumed executory contracts and leases directly, including amounts required to cure. The debtor shall surrender any property covered by rejected executory contracts or leases to the affected creditor no later than upon confirmation of this plan.
4.	The debtor shall pay directly to each of the following creditors, whose debts are either fully secured or are secured only by a security interest in real property that is the debtor's principal residence, the regular payment due postpetition on these claims in accordance with the terms of their respective contracts, list any prepetition arrearages in pt. 2(b), and/or specify any other treatment of such secured creditor(s) in an additional pt. at the end of this plan:
5.	Subject to the provisions of §502, untimely claims are disallowed, without the need for formal objection, unless allowed by court order.
6.	(a) The debtor MOVES, pursuant to §522(f)(1)(A), to avoid the judicial liens of the following creditors because they impair an exemption(s) of the debtor:
	(b) The debtor MOVES, pursuant to §522(f)(1)(B), to avoid the non-purchase money security interests of the following creditors because they impair an exemption(s) of the debtor:
	Absent objection from a creditor, filed prior to the first date set for the confirmation hearing on this plan, the order of confirmation will avoid its lien and its claim will be treated in pt. 2(f).
7.	Except as otherwise provided herein, postpetition interest on all unsecured claims is disallowed. Interest continues to accrue on debts that are excepted from discharge.
8.	[To be completed if plan will not be completed until more than 36 months after the first plan payment due under the originally filed plan.] The approximate length of the plan is months; cause to extend longer than 36 months is as follows:
	Except as otherwise explicitly provided by pt, Debtor(s) shall make plan payments for 36 months, unless the debtor(s) pays 100% of all allowed claims with appropriate interest, except the plan payments shall continue for more than 36 months to the extent (1) the plan proposes a longer period, not to exceed 60 months, as necessary to complete required payments to creditors, or (2) §1322(d)/1325(b) requires plan payments for a longer period.
9.	This plan may be altered postconfirmation in a non-material manner by court order after notice to the debtor, the trustee, any creditor whose claim is the subject of the modification and any interested party who has requested special notice.
0.	Debtor(s) certifies that all postpetition domestic support obligations have been paid in full on the date of this plan and will be paid in full at the time of the confirmation hearing.

1300.05 (10/17/05) Page 3 of 4

[NOTE: Printed text may NOT be stricken!]

	forbidden by law.	led in good faith, and this plan was proposed in good faith and not by any means
	DEBTOR	DEBTOR
sti	tutions, in care of a person or entity authorized	O ON THE MAILING MATRIX such creditors, other than insured depositors to be served; <u>AND</u> (b) I SERVED VIA CERTIFIED MAIL, ON
ND ia c	(c) THE FOLLOWING LIST SEPARATELY IDEN	ITIFIES all such creditors served via matrix listing and such creditors served esses of ALL such creditors served (NOTE: With respect to creditors served)
ND a c	(c) THE FOLLOWING LIST <u>SEPARATELY</u> IDEN certified mail INCLUDING the names <u>AND</u> addre	ITIFIES all such creditors served via matrix listing and such creditors served esses of ALL such creditors served (NOTE: With respect to creditors served)
ND a c	(c) THE FOLLOWING LIST <u>SEPARATELY</u> IDEN certified mail INCLUDING the names <u>AND</u> addre	ITIFIES all such creditors served via matrix listing and such creditors served esses of ALL such creditors served (NOTE: With respect to creditors served)
ND a c	(c) THE FOLLOWING LIST <u>SEPARATELY</u> IDEN certified mail INCLUDING the names <u>AND</u> addre	ITIFIES all such creditors served via matrix listing and such creditors served esses of ALL such creditors served (NOTE: With respect to creditors served)
ND a c	(c) THE FOLLOWING LIST <u>SEPARATELY</u> IDEN certified mail INCLUDING the names <u>AND</u> addre	ITIFIES all such creditors served via matrix listing and such creditors served esses of ALL such creditors served (NOTE: With respect to creditors served)
ND a c	(c) THE FOLLOWING LIST <u>SEPARATELY</u> IDEN certified mail INCLUDING the names <u>AND</u> addre	ITIFIES all such creditors served via matrix listing and such creditors served esses of ALL such creditors served (NOTE: With respect to creditors served)
ND a c	(c) THE FOLLOWING LIST <u>SEPARATELY</u> IDEN certified mail INCLUDING the names <u>AND</u> addre	ITIFIES all such creditors served via matrix listing and such creditors served esses of ALL such creditors served (NOTE: With respect to creditors served)
ND a c	(c) THE FOLLOWING LIST <u>SEPARATELY</u> IDEN certified mail INCLUDING the names <u>AND</u> addre	institution(s) affected by pts. 2(b)(1), 2(b)(2), or 6 of the Plan [FRBP 7004(h)] ITIFIES all such creditors served via matrix listing and such creditors served esses of ALL such creditors served (NOTE: With respect to creditors served IS IDENTICAL to that included in the matrix):
ND a c	(c) THE FOLLOWING LIST <u>SEPARATELY</u> IDEN certified mail INCLUDING the names <u>AND</u> addre	ITIFIES all such creditors served via matrix listing and such creditors served esses of ALL such creditors served (NOTE: With respect to creditors served)
ND ia c	(c) THE FOLLOWING LIST <u>SEPARATELY</u> IDEN certified mail INCLUDING the names <u>AND</u> addre	ITIFIES all such creditors served via matrix listing and such creditors served esses of ALL such creditors served (NOTE: With respect to creditors served)

[NOTE: Printed text may NOT be stricken!]